

EXHIBIT G

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

TRISTATE CLEANING SOLUTIONS INC,

Plaintiff,

-against-

Index No.
704723/2017

LANDCO H & L INC., and
BALLY BAO,

Defendants.

Deposition of GEORGE KOURKOUNAKIS

Central Islip, New York

December 18, 2017 - 10:21 a.m.

Reported by:

Debra Stevens

Job no: 20367

ORIGINAL

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2 Q. OSHA and EPA, you are referring
3 to state agencies or those are --

4 A. Yes.

5 Q. -- federal agencies?

6 A. State and federal agencies.

7 Q. Is Tristate currently subject to
8 any disciplinary action or other penalties
9 from the New York State Department of
10 Labor?

11 A. Disciplinary actions? No.

12 Q. Any other penalties from the
13 Department of Labor?

14 MR. SILVERBERG: Objection.

15 What do you mean by -- what was the
16 last question?

17 MR. GORMAN: Penalties.

18 MR. SILVERBERG: You can answer.

19 A. Not that I know of.

20 Q. At the time of this project, was
21 Tristate subjected to any disciplinary
22 action by the New York State Department of
23 Labor?

24 A. As far as disciplinary, no. It
25 is called a Violation and Order to Comply.

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2 entire building, or something else?

3 A. To abate the entire building.

4 What was in the scope of work, of course.

5 There were other materials that was not,

6 you know, included because it was

7 concealed.

8 Q. What do you mean by that?

9 A. Behind walls, behind plenums and

10 so on. So whatever was observed and was

11 written was the scope of work.

12 Q. Did you have a written agreement

13 to provide services in connection with the

14 project?

15 A. We had a contract on phase 1.

16 Then I sent him the phase 2 contract for

17 him to sign, and he was prolonging,

18 prolonging, prolonging, and he never

19 signed it, which was to do the phase 2.

20 Q. Okay.

21 A. He delayed in payments, delayed,

22 delayed, until we had to walk off the job.

23 Q. What was phase 1?

24 A. Clean the stairwells, and I

25 believe it was up to the elevator shaft.

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2 work. And I agreed to do it, without
3 phase 1.

4 We started working, and he was
5 supposed to have the elevators running
6 from phase 1. That is why we did phase 1,
7 so he can get the elevators operable so we
8 can do the rest of the work.

9 He delayed and delayed. Time
10 passed. We were working without the
11 elevators, and he was asking me to finish
12 him on -- we did not have a date.

13 And I kept on working, giving
14 him floors clean, and the elevators were
15 still not running. He managed to get one
16 elevator, the small passenger elevator at
17 some point to work half the times on the
18 project, then break down, work and break
19 down. The elevators that we were supposed
20 to be operating never got off the ground.
21 And the job carried on like this, with no
22 payments to Tristate, to the point that I
23 couldn't carry on anymore.

24 Q. So you mentioned phase 2, that
25 you provided a written contract. Is that

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2 right?

3 A. I provide it to him. He did not
4 want to sign it, and I stopped. He didn't
5 want to make payments, and I had to stop
6 work.

7 Q. Did Mr. Bao say to you why he
8 didn't want to sign the phase 2 contract?

9 A. He didn't really say why. He
10 wanted me to carry on and give him a
11 deadline, and I couldn't because the
12 elevators were not working. So, I
13 couldn't complete the project without it.

14 We were in the midst of
15 completing and then going to the basement.
16 We had some items that were in big boxes
17 that we had put it in and sealed off, and
18 I couldn't bring them down because he had
19 no elevators.

20 Q. What impact did the elevators
21 not working in the building have on your
22 ability to provide services?

23 A. Well, the three remaining
24 floors, you can't bring the bulk materials
25 on your back. You have to have the

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2 Q. Do you know when that was
3 timing-wise?

4 A. When?

5 Q. When the work ceased?

6 A. It was around February last
7 year. 23rd I think. The 19th or 23rd
8 that he would not give money, make a
9 payment which we sent in. And he didn't
10 want to sign the contract. And I got fed
11 up. I said, "Look, either pay up, sign
12 the contract. Otherwise, I have to stop."

13 And we stopped. He didn't want
14 to do either.

15 Q. As part of phase 2, how did you
16 work? Floor by floor? What is the
17 process?

18 A. We were working two floors at a
19 time.

20 Q. And approximately how long would
21 it take to do a floor?

22 A. Three weeks. It depends. There
23 were some floors that were more difficult
24 than others and some floors were easier.
25 So, between three -- two and a half to

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2 MR. GORMAN: We'll mark it for a
3 ruling, please.

4 Q. The schedule of values that you
5 mentioned, is that in writing?

6 A. Yes, it is.

7 Q. Is there anything in writing
8 from Mr. Bao or any representative of
9 Landco acknowledging that schedule of
10 values?

11 A. They -- first of all, Mr. Bao
12 doesn't speak English. I brought it to
13 him and they reviewed it. They took it,
14 they accepted it, and it's the amount of
15 contract is the floor -- schedule of
16 values per floor, totalled to that amount.

17 They did not sign or say
18 anything. They didn't even want to sign
19 the contract, which I gave them a while
20 ago, and they just put it away because
21 they wanted me to give them a time frame
22 of completion, and I couldn't without the
23 elevators.

24 Q. Okay.

25 A. And that delayed the signing of

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2 everything.

3 Q. When you say they accepted it,
4 what did they do to indicate to you that
5 they were accepting it?

6 A. I gave it to their hands. They
7 took it. They read it and they kept it.

8 Q. Did they sign anything and give
9 it back to you to acknowledge it?

10 A. No, they did not sign anything,
11 an acknowledgement. They did not. They
12 took it and accepted it and they were
13 paying partial of the amount to the
14 subcontractors.

15 Q. What is a third-party monitor?

16 A. That is a requirement, that he
17 has another consultant monitor the air,
18 project manager. In other words, he has
19 the authority to give us clean air
20 results, that the air is clean and free of
21 visible debris. That is required by the
22 New York State Department of Labor.

23 Q. Who was the -- who was the
24 third-party monitor that was --

25 A. It was a --

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2 the specifications, although they thought
3 they were being overcharged and they fired
4 the guy and they brought another company
5 from local here in the city for phase 2.

6 Q. So AD&D was the third-party
7 monitor for phase 1?

8 A. Mm-hmm.

9 Q. Was that a yes?

10 A. Yes.

11 Q. And Ambrose's company was the
12 third-party monitor for phase 2. Is that
13 correct?

14 A. Right.

15 Q. Do you know who is responsible
16 for paying the third-party monitor's fees?

17 A. The owner.

18 Q. Do you know what the third-party
19 monitor's fees were in connection with the
20 project?

21 A. You can ask the owner.

22 Q. Were there any stop work orders
23 issued during the time that you were
24 involved on the project?

25 A. Not the entire project. There

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2 was one incident which was unclear for
3 removal of the carpeting, which I took
4 care of during the course of the job. But
5 there was a stop work order, an incidental
6 stop work order on a particular order
7 which we addressed with a variance and
8 took care of it and the job was never
9 stopped on a halt. It was carrying on
10 while this was being taken care of.

11 Q. So there was a single what you
12 call incidental stop work order?

13 A. Right.

14 Q. What did that relate to?

15 A. The carpeting that was taken
16 out. And the Department of Labor
17 considered to be a contaminated item,
18 which we had originally decontaminated.
19 But they still felt it was porous material
20 and it should be treated as a CM, which we
21 addressed and take care of it within a
22 matter of a couple of days.

23 Q. So from the time the stop work
24 order was issued until it was resolved was
25 only a few days?

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2 A. No.

3 Q. Okay.

4 A. There was a lot of time that --
5 nothing in effect to our work -- that the
6 Department of Buildings stop them because
7 they had an incident on the roof.

8 Q. What was the incident on the
9 roof?

10 A. A roof collapse.

11 Q. What happened that caused the
12 roof to collapse?

13 A. The owners did not do any
14 shoring underneath. They hired -- they
15 were pushing us to do a parapet wall, to
16 take it down because they wanted to cover
17 the roof. And they overlooked a lot of
18 things, mainly of shoring. And they were
19 asking me to get it done over a weekend,
20 and I couldn't. I mean, it took me a few
21 days to take it down.

22 We were doing the bags alongside
23 of the parapet. We were trying not to put
24 the weight, so we were spreading the
25 weight load. But in one area, I guess the

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2 roofers had also generated gravel and so
3 on and I guess the weight was too much and
4 one weekend or Friday -- I don't remember
5 exactly -- partial, maybe an area of 20 by
6 20, I don't know, collapsed.

7 Then the Department of Buildings
8 came down and looked at everything, I
9 guess, and they told him that they have to
10 shore up the place and they had to get a
11 different contractor.

12 But that was their part of
13 the -- no stop work order for me.

14 Q. What were the things that the
15 owners overlooked that resulted in the
16 roof collapse?

17 A. They didn't look at anything.
18 They should have had a way of shoring the
19 beams and it should have had the architect
20 or whatever. They should have, you know,
21 engineer this the way it should have been.
22 They didn't. They just decided, hey,
23 let's take the wall down.

24 It wasn't part of my contract to
25 take the wall down. I was supposed to

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2 A. To my belief, he's the owner.

3 Q. Of Loung?

4 A. Loung. I don't know if he's the -- I
5 don't know what his affiliation is. I know that
6 he has some sort of affiliation with it, but I
7 don't know to what extent.

8 Q. Affiliation with?

9 A. With Loung.

10 Q. With Loung, okay.

11 A. Yes.

12 Q. If you turn to the next page, the
13 next paragraph, paragraph 4, it says Tristate and
14 Landco entered into a contract. Do you see that?

15 A. Yes.

16 Q. Okay. What contract is that?

17 A. To do asbestos abatement.

18 Q. Okay. Is that a written agreement?

19 A. We had two phases. One was written,
20 the other one was written with a higher number,
21 never signed. We lowered it after Phase I. We
22 lowered it to \$2 million for Phase II. He never
23 signed the agreement.

24 Q. Okay. Which contract is the one
25 that's referred to in that paragraph 4, if you

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2 project site."

3 Do you see that?

4 MR. SILVERBERG: That's what it says.

5 THE WITNESS: What does converted

6 mean?

7 MR. SILVERBERG: Representatives.

8 THE WITNESS: That means me and my
9 representatives converted material and
10 equipment?

11 Q. My question for you, sir, is are you
12 aware of any materials taken by you or any of
13 your representatives from the project site?

14 A. No.

15 Q. Okay.

16 A. I didn't take any material or money.
17 To my knowledge, my representatives never took
18 anything from the site.

19 Q. To your knowledge, did you or any of
20 your representatives take any equipment from the
21 project site?

22 A. No. None whatsoever.

23 Q. Turn to paragraph 46. It says "Loung
24 is Landco's general contractor in connection with
25 the project."

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2 read it to you?

3 THE WITNESS: Yes.

4 MR. SILVERBERG: 75, "Tristate's
5 employees on the project site stole a
6 number of copper board from the antique
7 escalator intended to be preserved as part
8 of the completion project." That was 75.
9 Which was the next one?

10 MR. GORMAN: Well, we can start
11 there. That's fine.

12 Q. Do you have any knowledge of what's
13 being referred to there?

14 A. I have no knowledge of what he's
15 referring to.

16 Q. Do you know what happened?

17 A. No, I don't. I don't know why he's
18 blaming Tristate's employees. Did he see them
19 steal it? Why is he accusing anything? Is he
20 accusing Tristate for stealing them? I didn't
21 steal them.

22 Q. Okay.

23 A. Is he accusing --

24 Q. I'm asking you what you know, sir.

25 A. I have no idea.

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2 Q. Okay. Paragraph 76, it says
3 "Representatives of Tristate subsequently
4 admitted that it was Tristate employees who stole
5 the copper boards."

6 Do you know who --

7 A. Nobody ever told me that somebody
8 from my company stole them. I'm surprised to
9 even hear that.

10 Q. Do you know who the representatives
11 were that made the admission that's referred to
12 there?

13 A. I have no knowledge of anyone stating
14 to anyone that they witness anyone stealing
15 whatever copper they are referring to, because if
16 I did and if I knew that they take it, I would
17 have them bring it back.

18 This is an allegation made by Bao and
19 his whatever you call them, to pin something on
20 Tristate, with no limits to what they were
21 referring to.

22 I don't even really know. That's
23 something that's beyond my belief, that he even
24 accuses us.

25 Q. Paragraph 77, it says "Those same

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2 representatives of Tristate promised to rectify
3 the situation."

4 Do you know anything about that?

5 A. He mentioned to me, where are the
6 panels, and I says, I have no idea, but if you
7 know who took them and if they are my people, I
8 will make sure that they are brought back, and
9 that was it.

10 Q. How did he mention it to you?

11 A. He says they are gone.

12 Q. No. I'm sorry. Did he put it in
13 writing?

14 A. Verbal. Verbal conversations.

15 Q. Okay.

16 A. And I said, if you know who took
17 them, let me know who took them and I will make
18 sure that they are back. He never came up with
19 anyone's name or --

20 Q. Do you have any idea what happened to
21 the copper boards?

22 A. No, but I will tell you one thing.
23 There were many times the doors were left open
24 and no one is there. And as a matter of fact, I
25 have a picture that was e-mailed to me.

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2 is the cost breakdown per floor."

3 A. That's the schedule of values I was
4 referring to. Right? That's the cost per floor,
5 as you can see it.

6 Q. Okay.

7 A. What each floor was worth.

8 Q. You've seen this document before?

9 A. This is the schedule of values that
10 they requested.

11 Q. Okay. You personally prepared this
12 document?

13 A. Yes.

14 Q. Okay.

15 A. I didn't type the document, I
16 handwrote the document exactly like this, and I
17 gave it to my secretary and she prepared it.

18 Q. Okay. Was this document ever sent to
19 Landco?

20 A. Sent and hand-delivered, both.

21 Q. How was it sent?

22 A. I believe I e-mail, but it was
23 hand-delivered to them too. I gave it personally
24 to the owners. I says we have to establish the
25 schedule of values. The original contract that

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2 we agreed upon was 3 point something for the
3 entire job.

4 We decided to do Phase I, broke it
5 down into phases. That's why we have Phase I
6 when we agreed to do the job, so that's why they
7 had Phase I done, and once we finish that, we'll
8 work on doing Phase II.

9 They pulled a fast one on me. They
10 said, well, you did Phase I. Now we are getting
11 prices for Phase II, and they were getting
12 prices. I said, you know what? We're going to
13 do the project for \$2 million. We're going to do
14 these floors, and this is what you're going to
15 pay me per floor, and I gave it to them, and they
16 agreed.

17 We started working. So as I was
18 completing, they were supposed to be paying me.
19 They never did that. They were paying me
20 whenever they had money and whenever the money
21 that they got from China.

22 Q. Okay. You said that this document
23 was transmitted to Landco by e-mail?

24 A. Yes. It had to be, most likely. I
25 did give it to them. Originally, when we sat

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2 down and we agreed to 2 million, I said, look,
3 I'm going to give you the schedule of values per
4 floor, so -- because originally, it was more per
5 floor. Okay?

6 So I prepared the consecutive value
7 per floor, so they know what we completed because
8 they were supposed to be paying me. That's the
9 agreement we had.

10 MR. GORMAN: I'll ask for the
11 production of that e-mail if you have it.

12 THE WITNESS: Yes. I have no
13 problem.

14 Do you have a copy?

15 MR. SILVERBERG: I'll look for it.

16 A. From the beginning, a written
17 handwritten one that I prepared when we had the
18 meeting at their office and a week before we
19 started Phase II.

20 Q. Okay. Then you said you
21 hand-delivered this as well?

22 A. Not this document exactly like this,
23 handwritten. I gave it to them when we were in
24 the office. We'll do the job for 2 million. A
25 couple of days later, a week later, I don't know,

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2 some short time, I prepared the schedule of
3 values per floor, and I gave it to them, so they
4 know that when I'm completing a floor, they got
5 to pay me X amount of dollars per floor.

6 Q. Okay. I'll call for the production
7 of the document that refers, relates to or
8 reflects this document, which has been referred
9 to as the schedule of values, being provided to
10 either Landco, Loung Construction or Mr. Bao.

11 A. Ask Mr. Bao. He should have it,
12 unless he -- I gave it to him personally, with
13 his wife and his representatives there, and I
14 went over with him, and I says, I will have it
15 e-mailed. I don't know when this was e-mailed,
16 but it was e-mailed to them.

17 I'm pretty sure, and if not, this
18 should have been e-mailed and given to them, in
19 handwritten documentation, the way you see it
20 here.

21 Q. I want to make sure I understand what
22 you're saying. Did you give this document that
23 we're looking at right now --

24 A. Is this the same one? This
25 particular document like this, typed? No, I

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2 didn't. My copy was a handwritten one I
3 prepared, and I gave it to them when we were
4 doing the contract.

5 Before we began the job, I said,
6 look, what each floor is going to be costing you
7 is this amount. I discussed. They says, okay,
8 we'll do the job for \$2 million. The amount was
9 more, so I deducted a portion of the amount to
10 bring it to this here. So I'll give you a copy,
11 and I gave handwritten one prior to starting
12 Phase II. Because we have it, so they have it,
13 so you can check through the e-mail records or
14 whatever --

15 Q. Okay.

16 A. -- and you'll find it.

17 MR. SILVERBERG: We'll find it.

18 A. Yes, so it was given to them before.
19 I wouldn't start the job without them knowing
20 what each floor costs, because they will say to
21 me, oh, finish the job, no. I prepared this
22 before we started Phase II.

23 Q. Do you have anything in writing from
24 Mr. Bao acknowledging that they were agreeing to
25 abide by the schedule of values?

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2 A. He never -- he doesn't even speak
3 English, how is he going to write anything? I
4 don't speak Chinese. They took it. They kept
5 it, and I trusted that they will follow this,
6 because making some sort of payment, according to
7 this, every time they invoiced, they did not come
8 back, charge me so much.

9 Q. Did the payments that Landco made
10 correspond to the amounts on this schedule of
11 values?

12 A. Like I said, they were giving dribs
13 and drabs here and there. Whatever they would
14 tell me, well, we only have this, we'll give you
15 this. That's what they were doing.

16 They were not giving me a payment to
17 reflect. I don't think so. Even on the Phase I,
18 they were giving me two checks they gave me in
19 total. I don't think the payments will
20 correspond to the exact amount per floor. They
21 will just pay me on account.

22 Q. The numbers in this right-hand
23 column, 200, 110, 110, do you see that?

24 A. Yes. I prepared them, like I said.

25 Q. Okay. How were those calculated?

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2 the demolition and taking caution in whatever
3 pipes are concealed. This is what I was
4 referring to. It got me in trouble in the
5 beginning because they decided to do it
6 themselves.

7 Q. Turn two more pages in. Variance
8 proposal dated May 12th, 2017. Do you see that?

9 A. Yes. What about it?

10 Q. Have you seen this document before?

11 A. No. This is after I left. I have no
12 interest in seeing it. I was doing whatever.
13 That's their problem.

14 Q. Okay. If you go down, under it says
15 section 10, hardship description.

16 A. That doesn't interest me. Why do you
17 want Department of Labor to get a variance from
18 hardships and whatever, it doesn't concern me.

19 Q. Okay.

20 A. I don't.

21 Q. There is a reference there to a
22 previous incomplete abatement. Do you see that?

23 A. Listen, my friend, anybody can say
24 whatever they want. That's their opinion. They
25 can demolish the building and left it in rubble.

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2 Who cares? That's their consultant hired by the
3 owners. It doesn't concern me.

4 Q. Do you know why they would say the
5 abatement was incomplete?

6 A. Well, they were -- maybe they are
7 referring to the boxes that I couldn't bring
8 downstairs because they didn't fix the elevator,
9 as I mentioned earlier. So they could be
10 referring to that.

11 Q. Could they be referring to anything
12 else?

13 A. I don't know. Three floors below
14 were incomplete that I didn't invoice them for.
15 I don't know what else they can be referring to.

16 Q. Okay. If you turn to paragraph 14 of
17 this same document, another couple of pages in,
18 it says "Due to the extent of debris, disrepair
19 and loose material left by previous abatement
20 contractor, clearing the work areas after
21 disturbance, cleanup is not possible. Cleanup
22 and removal of all remaining ACM shall occur
23 simultaneous removal is permitted."

24 Do you see that?

25 A. I see what you are saying here, but I

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2 regulations that you can't bring a hardship, so
3 all the variances portraying to a hardship, and
4 we ask them for relief. This is part of the
5 variances, I believe, and it may even be listing
6 here the decontamination certain things
7 portraying to certain areas. So it will take me
8 a year.

9 Q. Is this considered a scope of work or
10 no?

11 A. This is a relief from the scope of
12 work. In other words, you find an obstacle in
13 your way. This wall you can't go through. So
14 you're going to ask to go around it. It's a
15 variance.

16 There is specific things that are
17 addressed and approved by the state to make the
18 job easier and relieve certain things.

19 Q. Was John Schenne available to you to
20 advise when you were removing the parapet wall?

21 A. Was John Schenne?

22 Q. Was he available to you to advise on
23 any structural issues?

24 A. No, he didn't.

25 Q. Did you ask him?

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2 A. Did I ask him?

3 Q. Yes.

4 A. Basically I told him and to the
5 owners, they should, before removing the wall,
6 because they didn't hire me personally, my
7 company, for the wall, they should put a support
8 system underneath to support the weight.

9 I told him also that the material has
10 to be taken off the roof immediately and which
11 was not asbestos, which was regular, because we
12 abated the asbestos, and Schenne removed the
13 container, I mean the barricade in the street, so
14 the container could fit, and that's all the
15 discussion we had.

16 Q. Did you consult with John Schenne at
17 all regarding any structural aspects of removing
18 the parapet wall?

19 A. Did I consult with John Schenne?

20 Q. Yes.

21 A. No. My concerns, that should have
22 been their path of ensuring that. It wasn't in
23 my contract to remove the parapet wall.

24 Q. You're saying the owner should have
25 spoken to John Schenne?

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2 seen this document before?

3 MR. SILVERBERG: You're talking about
4 the first page or the --

5 MR. GORMAN: The whole document.

6 A. No. I've never seen it. I don't
7 think so.

8 Q. Okay. Paragraph 1 on the first page
9 of the document, I'll read it. It says
10 "Tristate Cleaning on or about November 2nd
11 applied excessive amounts of building debris on
12 the roof of the six-story building which resulted
13 in a partial roof collapse."

14 A. Who prepared this?

15 Q. This is from John Schenne. Do you
16 know what he's referring to there?

17 A. I applied pressure?

18 Q. It says "applied excessive amounts of
19 building debris on the roof of the six-story
20 building which resulted in a partial roof
21 collapse."

22 A. That's his opinion. I said again
23 Tristate did not do the demolition. Tristate's
24 workers did the demolition in Bao's -- how you
25 call it? Asking for help to do it. So we only

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2 did what Bao asked to do, and we did not apply it
3 in one location. They were applied alongside the
4 wall, and there is pictures of it not in
5 locations.

6 Like I said before, the roofers had
7 piled their gravel that they gathered in
8 mountains, and they were right there, and I guess
9 they did not protect -- they didn't put any wall
10 underneath to support the weight, and the beams,
11 everything contributed to the collapse.

12 What do you want me to say? Maybe
13 the beams were rotted out. There was water
14 coming for years. Who knows? That's his
15 opinion, not mine. A lot of things that
16 contributed, but of course everybody wants to put
17 the blame on me, and it's not.

18 Q. He says at the end of that paragraph,
19 he says "The work has increased project time by a
20 couple of months."

21 Do you know anything about that
22 period of delay?

23 A. Once the collapse, the Department of
24 Buildings made him shore up the whole building
25 now because they should have done that from the